

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6275817RCUS701		PAGE 1 OF 46						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00406-16-T-0722						
7. FOR SOLICITATION INFORMATION CALL:		a. NAME L. SCOT GRIEP			b. TELEPHONE NUMBER (No Collect Calls) 360-476-7172		6. SOLICITATION ISSUE DATE 01-Sep-2016					
9. ISSUED BY  NAVSUP FLC PUGET SOUND 467 W STREET, 2ND FLOOR ATTN: S GRIEP BREMERTON WA 98315-5100  TEL: 360-476-7172 FAX: 360-476-1131		CODE N00406		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$20.5M NAICS: 811219		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS				
15. DELIVER TO N62758 SRF AND JPMC GOVT REPRESENTATIVE SEE PAGE 4 OF ORDER FOR SHIPMENT REQUEST PROCEDURES . WA 00000 TEL: FAX:		CODE N62758		16. ADMINISTERED BY		CODE		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
17a. CONTRACTOR/OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE		13b. RATING				
TEL.		FACILITY CODE						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM								
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>SEE SCHEDULE</b>										
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED												
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:						
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				31c. DATE SIGNED		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED			31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)						
						TEL: EMAIL:						

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 46	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

**NOTICE TO OFFERORS**

1. **QUESTIONS:** All questions regarding this solicitation shall be submitted in writing (e-mail or fax, preferably email) to:

NAVSUP FLC, Puget Sound  
Regional Contracting Department  
467 W Street, Second Floor  
Bremerton, WA 98314

Purchasing Agent, Scot Griep, Code 240.SG  
Fax: 360-476-1131  
E-Mail: [scot.griep@navy.mil](mailto:scot.griep@navy.mil)

2. **INTENDED USE OF SUPPLIES:** SRF-JRMC YOKOSUKA JAPAN
3. **EVALUATIONS:** Proposals will be evaluated in accordance with paragraph entitled "Evaluations of Quotations / Offers". Ensure your proposal is submitted in accordance with paragraph entitled "Evaluations of Quotations / Offers".

**SOLICITATION:** The entire completed and signed solicitation shall be returned as part of your offer. Also, be sure to complete all certifications in this solicitation.

\*\*\*\*\*THIS IS A 100% SMALL BUSINESS SET ASIDE.\*\*\*\*\*

\*\*\*\*\*THE FOLLOWING INFORMATION MUST BE PROVIDED\*\*\*\*\*

**Bidding On:**

SONAR DOME INSPECTIONS SERVICES

**PERFORMANCE WORK STATEMENT**

***1. SPECIFICATION:***

The periodic radiographic inspection of Sonar Dome Rubber Windows (SDRW) is required to be accomplished while the ship is in dry dock or pier side waterborne. Inspections must be accomplished by NAVSEA approved contractors, per information in Section 7 of Attachment I.

USS Chancellorsville CG-62 Sonar Dome Rubber Window (SDRW) requires performance of a radiographic inspection of its SDRW at SRF-JRMC Yokosuka, Japan. The radiographic inspection is required to be accomplished 30th of November - 07th December 2016 while the ship is in dry dock.

RADIOGRAPHY OPERATIONS PLANNING WORK SHEET Attachment I) to be

submitted at least 10 working days prior to commencement of work, per 3.4 listed below.

## 2. REFERENCES:

The following references are applicable and the contractor must comply with the references listed:

Naval Research Laboratory; Technical Data Requirements for the Radiographic Inspection of Sonar Dome Rubber Windows (SDRW), Revision 8.1, February 2004

SRF-JRMC LSI 099-904YO (CH-3) FY-10

## 3. GENERAL SCOPE OF WORK:

- 3.1 The contractor will perform the radiographic inspection on the SDRW in accordance with Reference I, NRL Technical Data Requirements for the Radiographic Inspection of Sonar Dome Rubber Windows (SDRW), Revision 8.1, February 2004, and in accordance to Reference II, SRF-JRMC LSI 099-904YO (CH-3) FY 10.
- 3.2 No radiography is to be performed with-out the SRF-JRMC RSO/ARSO specific permission. SRF- JRMC RSO/ARSO will be notified by the contractor and acquire said permission before commencing the radiographic inspection.
- 3.3 The Contractor must submit to SRF-JRMC (RSO) an illustration showing the 2 mR/hr boundary prior to being given permission to start radiography. The contractor will provide the calculations to prove the location of the 2mr/hr boundary.
- 3.4 The Contractor will submit written notification of intention to commence radiographic operations and illustration per 3.3, in hard copy or electronic media, to SRF-JRMC (C-130RSO) not later than 7 working days prior to commencement of radiography operations. Notification will identify the date, time, location, type of radiography performed (gamma, x-ray), and purpose of the radiography. The contractor's notification shall include the completion of RADIOGRAPHY OPERATIONS PLANNING WORK SHEET, (Attachment I). The SRF-JRMC RSO/ARSO shall review and approve the Contractor's Attachment I and the diagram of the boundary.
- 3.5 The contractor shall establish a physical boundary at the 2 mr/hr (0.02 mSv/hr) boundary. The perimeter of the radiation area shall be a physical barrier established by an enclosure, or by stanchions and rope, as necessary. Post this boundary with "Radiation Area", "Radiography in Progress" "Keep Out" signs written in English & Japanese. The signs shall be visible to any person approaching the radiation area barrier from any accessible direction. Signs are to be provided by contractor.

3.5.1 The Contractor is required to establish boundary guards around the 2 mR/hr boundary to prevent unauthorized access across the 2 mR/hr boundary and the guards must have direct communication with the Lead Radiographer. Note:

Waterborne Radiographic Inspection requirement:

3 radiographers(must be qualified to enter pressurized compartment)

2 Boundary men-one inside the ship to prevent ships force from entering the dome and one outside to prevent personnel near the dome

In dry dock Radiographic Inspection:

3 radiographers(must be qualified to enter the dome) 5

Boundary men

3.6.2 The contractor radiographer shall maintain constant surveillance of the entire area boundary through direct observation or by positive communication with barrier monitors who are in a position to provide visual surveillance. The intent of this requirement is to enable the radiographer to immediately shut down x-ray production or retract the source if a person penetrates the radiation area boundary.

3.7 If an unauthorized individual crosses the boundary, the boundary monitor shall immediately notify the radiographer who will immediately stop radiography operations.

3.8 Any boundary violation shall be reported to the SRF Radiation Safety Officer (RSO) immediately. A follow-up report shall be submitted in writing *within* 4 hours of the violation. The report shall include the time of violation, name of individual(s), the names of the radiography crew, including boundary guards, the kVp, mA, *duration of actual exposure* and beam direction for the x-ray machine or if using source material, the *half* value of the collimator and the beam direction at the time of violation. A diagram showing the location of the violation and *the egress path* in relation to the source *shall* be included. Any format that includes all data above is acceptable.

3.9 The entire boundary shall be monitored using radiation detection equipment appropriate for the source of radiation during the first radiation exposure of the day. If the beam's orientation, kVp, mA, collimation, or shielding is changed between exposures, the boundary shall be re-surveyed and if necessary re-posted. The results of the monitoring shall be documented and include the time, date and location of the survey, the highest radiation level recorded, the kVp, mA, and beam direction of the x-ray machine or if using gamma source material, the half value of the collimator and beam direction at the time of the exposure. A copy of the survey *shall* be provided to SRF-JRMC (CI93) within 24 hours of completion of radiography operations. Any format that includes all data above is acceptable.

3.9.1 In addition to the above boundary reporting requirements, the contractor radiographer shall cease and make safe all radiographic operations and notify SRF'S RSO upon loss or theft of radioactive material or x-ray producing devices.

**4. GOVERNMENT FURNISHED PROPERTY:**

4.1 The Government will provide workspace onboard the ship/shop as required in the performance of the work in radiographic inspection.

4.2 General consumable supplies, including materials to erect the boundary, will also be provided as necessary.

4.3 Rigging assistance and trade support as needed.

**5.CONTRACTOR FURNISHED PROPERTY:**

The Contractor shall provide all management, labor, parts, signs, special test equipment, radios for communication throughout the radiographic inspection, and tools necessary to perform work outlined in each delivery order.

**6. REQUIREMENTS:**

- 6.1 Contractor Tasks: Contractor shall provide technical representative services on site at SRF Yokosuka to accomplish the radiographic inspection of the ships' sonar dome, and to develop X-rays once complete at Quality Assurance Division Site.
- 6.2 All Technical Clarifications will be coordinated through the COR.
- 6.3 Personnel Requirements: The technical representative requires a minimum of two years experience in the inspection of sonar domes. The technical representative must be a U.S. citizen.

**7. GENERAL INFORMATION:**

- 7.1 Work Hours: Normal work is scheduled for accomplishment between the hours of 4:00 PM (sunset) and 8:00 AM, with a 30-minute lunch break, Monday through Saturday. Unless the offeror states otherwise in his proposal, the Contractor shall observe the same holidays as the Government and shall be open for business at all other times.
- 7.2 SRF-JRMC normally works 10-hour days. Therefore, Overtime may be authorized on individual task order. Overtime is defined as hours worked in excess of the employee's normal workday. The normal workday is defined as eight (8) hours.
- 7.3 Place of Performance: All work will be performed at the SRF-JRMC Yokosuka, Japan.
- 7.4 Travel: The Contractor is normally allowed /paid for four days travel time equating to 32 hours straight time (two days each way), for work accomplished in Japan, for persons travelling from the West Coast Area, and four days travel time equating to 40 hours straight time (two days each way), for work accomplished in Japan, for persons travelling from the East Coast Area. Travel time is in addition to the on-site performance period. The Government may provide limited ground transportation to and from international airports, when notified in advance. All travel will be invoiced and paid not-to-exceed Joint JTR requirements. Transportation to and from Narita can be found at the information desk on the main floor south wing of the terminal building.
- 7.5 Period of Performance: 30<sup>111</sup> November - 07<sup>111</sup> December 2016 for a period of eight days.
- 7.6 The Government will attempt to provide the contractor a minimum 5-day advance e-mail notification to begin performance of services. However, if a shorter timeframe is provided, the Contractor will attempt to accommodate the Government's request. Acceptance of a shorter period by the Contractor is not mandatory.
- 7.7 Nothing contained in the performance work statement shall relieve the Contractor from complying with applicable Federal, Japanese, and local laws, codes, ordinances, and regulations, including the obtaining of licenses and permits that may be required for the Contractor or Subcontractor(s) to perform a particular function, such as hazardous waste handling or disposal, for example.

**8. PERFORMANCE EVALUATION:** In accordance with detailed PWS information in the basic contract

**9. Medical:** In accordance with detailed PWS information in the basic contract

**10. CONTRACTOR IN THE WORKPLACE:** In accordance with detailed PWS information in the basic contract

**11. RESTRICTED COLORS:** In accordance with detailed PWS information in the basic contract

**12. RADIO RESTRICTIONS:** In accordance with detailed PWS information in the basic contract

**13. PRIVATELY OWNED PERSONAL COMPUTERS AND CELLULAR TELEPHONES:**

In accordance with detailed PWS information in the basic contract

**14. PHOTOGRAPHY/RECORDING:**

14.1 Contractor personnel are prohibited from having photographic equipment, tape recorders, or other recording devices in their possession while on Government Installation.

15. SAFETY AND ENVIRONMENTAL: In accordance with detailed PWS information in the basic contract

16. SECURITY: In accordance with detailed PWS information in the basic contract

17. Material:

- 17.1 All incidental material procured under the "materials" portion of the contract will be in direct support of the inspection of the Sonar Dome.
- 17.2 Direct material includes the parts freight to SRF-JRMC Yokosuka, Japan. All direct material shall be shipped "Door-to-Door" to the following addresses.

Ship Repair Facility & Japan Regional Maintenance Center  
U.S. Naval Base  
Warehouse A-61  
Hon-Cho I-Chrome, Kanagawa-Ken  
Yokosuka-Shi, Japan

18. PERFORMANCE REQUIREMENTS SUMMARY:

Primary Performance Objectives	Performance Standard/AQL	Performance Assessment Method
Contractor performed in accordance with all NRL, SRF, and NAVSEA requirements.	Services performed met the requirements 100% of the time	The Contracting Officer's Representative (COR) will evaluate basis and assess this on a task order by task order basis and assess compliance through review of the PWS and assess overall compliance at annual CPARS review
Reports required for illustrations, boundary violations and all other information	Met the requirements 100% of the time	COR will retain copies of reports in a file for each job
The Contractor was able to meet the scope requirements per PWS	0 to 100% per CPARS scale	Gov't will assess this based on the types of tasking on annual CPARS.
Contractor met the performance requirements of each individual task order	Services performed per task requirements 100% of the time & 0 to 100% per CPARS scale	COR will assess this on a task order by task order basis and assess compliance through review of the PWS and assess overall compliance at annual CPARS review
The Contractor completed required services in a timely manner	Services performed in a timely manner 98% of the time	The COR will track timely completion.
The Contractor maintained close liaison and good communications with the Government	Any problems or questions encountered by either party are addressed within 2 business days	Gov't will evaluate the performance basis and assess compliance through coordination between the customer and the administering contracting officer
The Contractor followed the Joint Travel Regulations (JTR) Volume II	Submitted correctly 100% of the time	Gov't will check for conformity during invoice review.

AQL = Acceptable Quality Level

**RADIOGRAPHY OPERATIONS PLANNING WORK SHEET**

## A. General Information

1. Prime Contractor Name: \_\_\_\_\_
2. Sub-Contractor Name (if applicable): \_\_\_\_\_
3. Proposed Date(s) of Planned Radiography: \_\_\_\_\_

## B. Transportation and vehicle Information

1. Manufacturer: \_\_\_\_\_
2. Model: \_\_\_\_\_
3. License Plate Number: \_\_\_\_\_
4. Sign on Vehicle: \_\_\_\_\_
5. Driver's Name: \_\_\_\_\_
6. Passengers: \_\_\_\_\_
7. Location of Radiography site (ship, building, pier): \_\_\_\_\_
8. Transportation Route to be taken to and from work site while on base: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## C. If conducting gamma radiography complete the following:

1. Radioisotope: \_\_\_\_\_ Serial Number: \_\_\_\_\_
2. Activity: \_\_\_\_\_ Date of Determination of Activity: \_\_\_\_\_
3. Collimator Serial Number: \_\_\_\_\_
4. Half Value Thickness: \_\_\_\_\_

## D. If conducting x-ray radiography complete the following:

1. Machine Manufacturer: \_\_\_\_\_
2. Serial Number: \_\_\_\_\_
3. Maximum kVp: \_\_\_\_\_
4. Maximum mA: \_\_\_\_\_
5. Total Number of Exposures: \_\_\_\_\_
6. Direction of Beam: \_\_\_\_\_

## E. Provide a diagram of the work site that illustrates:

1. The location of the radiography, including major features such as walls, bulkheads, tanks, walkways or passageways that may provide shielding or difficulty in controlling the area.
2. The location of the exposure device drive cable, guide tube, and end stop if using gamma radiography equipment, or the location of the tube head and control panel if conducting x-ray radiography.
3. The location of the 2 mr/hr (0.02 mSv/hr) controlled boundary.



Attachment

4. The closest distance that workers are allowed to the x-ray tube head or gamma radiography source as specified in "Ordinance on Prevention of Ionizing Radiation Hazards, Ministry of Labor Ordinance No. 41 of 30 September 1972 and as amended by the Ministry of Health, Labor, and Welfare Ordinance No. 172 of 16 July 2001.

F. Provide the calculations for the 2 mr/hr (**0.02** mSv/hr) controlled boundary from the distance from the gamma radiography source, or the x-ray machine tube head, to the location where the boundary **shall** be established.

G. Review/Approval:

Contractor's Radiographer: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

SRF-JRMC RSO (**the SRF's RSO**) Approval:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

NRL TECHNICAL DATA REQUIREMENTS FOR THE RADIOGRAPHIC  
INSPECTION OF SONAR DOME RUBBER WINDOWS (SDRW), REVISION 8.1,  
FEBRUARY 2004.

I. INSPECTION AREA.

- I.1. Due to the varying requirements for different splice designs, service histories, and inspection circumstances, the coverage required for each inspection is determined by NRL on a case-by-case basis.
- I.2. Inspection coverage is described based on the exposure identification chart shown in Figure I. This chart establishes an identification scheme with exposures labeled in terms of the side (starboard or port), the column (A-E), and the row (I-I0). Rows are determined by dividing columns into ten equal divisions of the distance between the upper and lower rubber lines, i.e. the marriage lines between the rubber dome and the hull. Columns consist of overlapping 14 x 17 inch film positions centered on pairs of parallel lines at multiples of 11 inches from the centerline. Film is oriented with the 17-inch dimension horizontal.
- I.3. All measurements are made with reference to the outside surface of the SDRW at an allowed tolerance of +/- one inch. Note that the 11-inch lines on the charts are not limits to an exposure's coverage, but serve to identify overlapping exposures centered on pairs of the lines. For example, film in column B is expected to cover an area from 8 to 25 inches from the centerline. Labeling of the 11-inch lines is described below.
- I.4. Upon request, NRL will provide the inspection coverage requirement for an SDRW by listing the individual exposures required from Figure I, by reference to standard sets of exposures in Figures 2 through 5, or a by a combination of standard sets and individual positions. For example, inspection of a known damaged SDRW might require the Figure 5 coverage plus an exposure at location PB3 from Figure I. For convenience, a list of the coverage requirements for all ships will be maintained on the NAVSEA Program Executive Office for Mine and Undersea Warfare (IWS 5B3A) web site. See Contacts and Information Sources, below.

2. LABELING OF INSPECTION AREA.

- 2.1. The inspection area shall be identified on the film by means of lead numbers and letters attached to the dome surface as follows. Lines of numbers at 2-inch intervals, beginning with 0 at the upper rubber line (URL), shall be placed at the SDRW centerline and at multiples of 11 inches port and starboard for the extent of the coverage. Every 10 inches, the numbers shall be accompanied by a "P" for port side or an "S" for starboard side, and a "B", "C", or "D" to indicate the 22, 33, or 44-inch outboard number lines, respectively. (An "A" may be used for the 11-inch line, but is not required.) Examples of the appearance of these number lines on the film are shown in Figure 6.

- 2.2. To minimize interference with the images, numbers appearing on the film shall be no greater than 3/8 inch in height.
- 2.3. To facilitate interpretation, the numbers and letters shall appear in the same orientation as in Figure 6. They shall be readable with the film image oriented to represent the SDRW as seen from its exterior, with starboard on the left and port on the right, regardless of the inspection procedure used (pierside or drydock).

### 3. OVERLAP OF INDIVIDUAL RADIOGRAPHS.

To insure continuity of data, all radiographs shall be overlapped with adjacent radiographs a minimum of 1 inch.

### 4. IDENTIFICATION OF INDIVIDUAL RADIOGRAPHS.

- 4.1. In addition to the number interval markers described above, each radiograph shall be labeled with the inspection date and the ship's hull number (or name), using letters and numbers no greater than 3/8 inch in height.
- 4.2. No company names or logos, or information other than the inspection date and hull number and the number lines described in section 2, above, shall appear on the radiographs. This exclusion applies to information formerly required, such as SDRW pressure and dome serial number.
- 4.3. Identification labeling may be done using lead numbers, film identification printer, or any other clearly readable permanent method.
- 4.4. The labels may appear along any edge of the exposures except the edges nearest to the 11-inch number lines, but should not interfere with any number line.
- 4.5. Labels shall be readable from the same side of the film as the number lines described in paragraph 2, with starboard on the left and port on the right.

### 5. RADIOGRAPH QUALITY REQUIREMENTS.

- 5.1. ASTM E94-84 shall serve as a guide to producing high quality radiographs.
- 5.2. Fourteen- by seventeen-inch Kodak Industrex type M or equivalent fine grain film shall be used.
- 5.3. Radiographic sensitivity shall be maintained at a high level, such that resolution of the 0.005 inch diameter wire from an ASTM E 747-97, set A, material grade 1, penetrameter is obtained in the thinnest part of the inspection area. At least one radiograph shall display this penetrameter placed at approximately 45 degrees to the vertical. The penetrameter shall be placed source side at any convenient location from 50 to 70 inches from the upper rubber line, if included in the inspection area. Otherwise, it shall be placed source side at the outermost exposure of the inspection area and as far from the URL as possible. Figures 2-5 indicate preferred penetrameter locations for the various standard coverages.
- 5.4. Lead oxide intensification screens are recommended as an aid to obtaining sufficient radiographic sensitivity.

- 5.5. At least one radiograph must be submitted for each required exposure. The double loading of cassettes is not required but may be done at the discretion of the contractor to obtain imagery within the acceptable density range.
- 5.6. Film density and contrast shall be maintained within the limitations defined by an SDRW standard density strip traceable to a standard density strip approved by the Naval Research Laboratory.
- 5.7. Film density exceptions may be made as follows:
  - 5.7.1. Areas of four square inches or less (on a 14 x 17 inch film) with densities outside the limits indicated on the standard density strip are acceptable.
  - 5.7.2. Exposures located at those rows adjacent to the upper and lower rubber lines cover an area where the SDRW thickness change is greatest and uniform density is difficult to achieve. Up to 2/3 of these radiographs may be in the too light range, providing the remainder of the radiograph is acceptable.
- 5.8. Either high quality automatic processing or manual processing may be used. If manual processing is used, running water shall be used for film washing. The use of hypo eliminator is recommended to insure low levels of residual fixer on the radiographs. In order to satisfy the long term storage requirements for the radiographs, the residual hypo (fixer) level on the film shall not exceed that indicated by stain patch #3 of the Kodak Hypo Estimator No. J-11, when the film is tested with Kodak Hypo Test solution HT-2. This stain test indicates an allowable maximum of 5 micrograms/square centimeter of residual thiosulfate ion.

## 6. INSPECTION DATA SHEET

An inspection data sheet containing the following information shall be included with the radiographs:

- 6.1. Contractor Company Name.
- 6.2. Inspection date.
- 6.3. Inspection facility and location (for example, "Southwest Marine, San Pedro, CA.")
- 6.4. NRL data requirement used (revision number).
- 6.5. Ship name or hull number.
- 6.6. SDRW serial number obtained from identification plate inside the dome.
- 6.7. List or chart indicating exposures provided, in terms of Figure 1. (A copy of one of the Figures in this document may be used.)
- 6.8. X-ray parameters: Tube potential (KV), source-to-object distance, spot size, and film type.
- 6.9. Notes describing any visual indications of damage or other anomalies.

6.10. Explanation for any deviation from this data requirement or from the required inspection area.

6.11. Point of contact: Name and phone number of contractor's on-site person in charge during the inspection.

## 7. QUALIFICATIONS OF INSPECTION CONTRACTOR

7.1. Radiographs will only be accepted from an NRL approved contractor or approved navy NDE facility.

7.2. Contractors are approved separately for drydock and pierside (underwater) inspections.

7.3. To become approved and eligible to conduct SDRW radiography, a contractor must request and obtain access to a ship and conduct a trial inspection at their own expense. Upon receipt of radiographs that satisfactorily comply with this data requirement and a copy of the contractor's written SDRW inspection procedure, NRL will recommend addition to the approved contractor list.

7.4. Previously approved contractors that have not provided a copy of their written SDRW inspection procedure with NRL must do so to remain qualified.

7.5. Prospective and current SDRW radiography contractors are encouraged to visit the NRL Sonar Dome NDE Lab for orientation as to the goals and requirements of the inspection program.

7.6. The approved contractor list is maintained on the NAVSEA Program Executive Office for Mine and Undersea Warfare (IWS 5B3A) web site, <https://www.muwinfodesk.navy.mil> for access by Navy facilities and contractors.

## 8. CRITERIA FOR RADIOGRAPH ACCEPTANCE AND REJECTION

8.1. Radiographs will be accepted that meet all of these requirements:

8.1.1. Provided by an NRL approved contractor, as defined above.

8.1.2. Satisfy the current inspection area requirement for the particular SDRW as determined and provided by NRL or posted on the IWS 5B3A web site.

8.1.3. Satisfy the image quality and identification requirements of this document.

8.2. Radiographs will be rejected, resulting in a recommendation to re-inspect the SDRW, if there is insufficient coverage of the required inspection area (or inability to determine the coverage) due to any of the following:

8.2.1. Missing required exposures

8.2.2. Missing imagery on required exposures (areas not exposed).

8.2.3. Lack of film overlap where required.

8.2.4. Density or contrast outside the limits given in paragraph 5.6

8.2.5. Double exposures.

8.2.6. Excessive distortion or blurring of the image.

8.2.7. Missing film identification or any required labeling.

8.2.8. Artifacts of handling or processing that interfere with interpretation.

## 9. RADIOGRAPH SHIPPING INSTRUCTIONS

9.1. Radiographs shall be shipped by overnight express to arrive at NRL for interpretation on the next business morning, if possible. Delivery of the processed x-ray film to NRL must be given a high priority because the results can impact drydock work schedules or ship deployments. The shipping address is:

Naval Research  
Laboratory Bldg.  
207, Room 143  
4555 Overlook Avenue,  
S.W. Washington DC  
20375

9.2. Do not ship to NRL for Saturday delivery. NRL is closed on weekends, evenings, and federal holidays. If an urgent interpretation is required during these times, special delivery arrangements must be made through the NRL point of contact. On-site (at the ship) interpretation can also be arranged if required by the Navy.

## 10. CONTACTS AND INFORMATION SOURCES

10.1. For individual SDRW inspection coverage requirements and other matters pertaining to SDRW radiography, contact NRL Code 6126:

TBD

10.2. For inspection results, required actions, and other sonar dome system inquiries contact NAVSEA IWS 5B3A:

TBD

10.3. The approved radiography contractor list, the current version of this data requirement, and the recommended SDRW inspection schedules with coverage requirements are posted on the Program Executive Office for Mine and Undersea Warfare (IWS 5B3A) web site, <https://www.muwinfodesk.navy.mil>. Instructions for obtaining an account and accessing this information are available from the NRL contact.

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SONAR DOME INSPECTION FFP SONAR DOME RADIOGRAPHIC, SRF-JRMC YOKOSUKA JAPAN, DD 5. SEE ATTACHED PERFORAMNCE WORK STATEMENT FOR DETAILS.  PERIOD OF PERFORMANCE: NOVEMBER 30, 2016 TO DECEMBER 07, 2016.  FOB: Destination MILSTRIP: N6275817RCUS701 PURCHASE REQUEST NUMBER: N6275817RCUS701	1	Each		
NET AMT					

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-NOV-2016 TO 07-DEC-2016	N/A	N62758 SRF AND JRMC GOVT REPRESENTATIVE SEE PAGE 4 OF ORDER FOR SHIPMENT REQUEST PROCEDURES . WA 00000 FOB: Destination	N62758

## CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity;  
or



(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it [ ☐ ] has or [ ☐ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates ``has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

\_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity?:

[ ☐ ] Yes or [ ☐ ] No.

(d) If the Offeror indicates ``yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

\_\_\_\_\_

Highest-level owner legal name: \_\_\_\_\_

\_\_\_\_\_

(Do not use a ``doing business as" name)

(End of provision)

## 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability,

unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal> . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_ . [Offeror to identify the applicable paragraphs at (c) through (q) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

\_\_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_\_ ] has, [ \_\_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [ \_\_\_\_ ] has developed and has on file, [ \_\_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ \_\_\_\_ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:



LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

—

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—

_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [ \_\_\_\_ ] Are, [ \_\_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_\_ ] Have, [ \_\_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ \_\_\_\_ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ \_\_\_\_ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ \_\_\_\_ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ \_\_\_\_ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ \_\_\_\_ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ \_\_\_\_ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ \_\_\_\_ ] does [ \_\_\_\_ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_\_ ] TIN: \_\_\_\_ .

[ \_\_\_\_ ] TIN has been applied for.

[ \_\_\_\_ ] TIN is not required because:

[ \_\_\_\_ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_\_ ] Sole proprietorship;

[ \_\_\_\_ ] Partnership;

[ \_\_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_\_ ] Foreign government;

[ \_\_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_\_ ] Other \_\_\_\_ .

(5) Common parent.

[ \_\_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_\_ ] Name and TIN of common parent:

Name \_\_\_\_

TIN \_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_\_ ] is, [ \_\_\_\_ ] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers

Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [ \_\_\_\_ ] has or [ \_\_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_\_ ] is or [ \_\_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown").

Predecessor legal name: \_\_\_\_.

(Do not use a ``doing business as" name).

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)



\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_ (13) [Reserved]

XX (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

- \_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
- \_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
- \_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- \_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_\_ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- \_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- XX(26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
- XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- \_\_\_\_ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- \_\_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- XX (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

\_\_\_\_ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) \_\_\_\_\_ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE SERVICE contract resulting from this solicitation.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

#### 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.203-7996 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) *Representation.* By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2016-O0003)(OCT 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)



## 252.225-7000 BUY AMERICAN--BALANCE OF PAYMENTS PROGRAM CERTIFICATE--BASIC (NOV 2014)

(a) Definitions. Commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American and Balance of Payments Program--Basic clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program-- Basic clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

\_\_\_ (Line Item Number Country of Origin)

\_\_\_ (Country of Origin)

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) \_\_\_

(Country of Origin (If known)) \_\_\_

(End of provision)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	



As to Government property delivered to or picked up by the Contractor for servicing, repairs, modification, or for services preliminary thereto, the Contractor shall be fully liable as an insurer for any loss of or damage to such equipment or property while in its care, custody, or control arising from any cause whatsoever, and agrees to reimburse the Government in full for its account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage, or other residual materials originating from said equipment or property.

#### **INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

#### **PLACE OF PERFORMANCE (SERVICES)**

Services performed hereunder by the Contractor shall be performed at:

**SRF-JRMC YOKOSUKA JAPAN**

#### **CONTRACTOR POINT OF CONTACT**

(a) In the event your firm receives a contract as a result of this solicitation, designate a person whom the Government may contact during the period of the contract for prompt contract administration.

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
TOLL-FREE PHONE NO: (800) \_\_\_\_\_  
FULL INTERNET E-MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
FAX NO: \_\_\_\_\_

(b) This contract may be subject to Contract Performance Assessment Reporting System (CPARS). Designate an individual who has the authority to review and provide comments on Government appraisals of your firm's performance under this contract.

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
TOLL-FREE PHONE NO: (800) \_\_\_\_\_  
FULL INTERNET E-MAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

## REVIEW OF AGENCY PROTESTS

- (a) The procedures set forth in FAR 33.103 will be followed for submission and handling of agency protests.
- (b) All protests filed directly with the agency, NAVSUP Fleet Logistics Center Puget Sound (FLCPS), shall be addressed to the Contracting Officer. A protester may appeal a decision rendered by a Contracting Officer to the Reviewing Official.
- (c) The Reviewing Official for FLCPS is the Director, Regional Contracting Department (Code 200), NAVSUP Fleet Logistics Center Puget Sound at 467 W Street, Bremerton, WA 98314-5100.
- (d) Offerors should note that a review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

## USE OF PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM – STATISTICAL REPORTING (PPIRS-SR) IN PAST PERFORMANCE EVALUATION

- (1) The offeror's past performance shall be evaluated in accordance with FAR 13.106-2 or 15.305(a)(2), as applicable. This procurement is subject to Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR), authorized by the Department of Defense for use by participating activities during the acquisition of supplies and services.
- (2) The purpose of the PPIRS-SR is to provide contracting personnel with quantifiable past performance information regarding delivery and quality, as collected from existing DoD reporting systems. PPIRS-SR uses the past performance data collected to classify each supplier's performance by Federal Supply Class(es) or Service Code(s).
- (3) Quality: The method used in PPIRS-SR to classify the quality of a supplier's past performance is a comparison of quality records among all suppliers who have provided goods or services to the Federal Government which are categorized in the same Federal Supply Class or Service Class (FSC). Based on the comparison among suppliers in a specific FSC group, suppliers are classified by PPIRS-SR into a color rating that represents the supplier's overall quality performance for that specific Federal Supply Class or Service Class. The following is a summarization of the PPIRS-SR classification colors:

- 1. Dark Blue: Top 5% of suppliers in FSC group\*
- 2. Purple: Next 10% of suppliers in FSC group\*
- 3. Green: Next 70% of suppliers in FSC group\*
- 4. Yellow: Next 10% of suppliers in FSC group\*
- 5. Red: Bottom 5% of suppliers in FSC group\*

\* If all supplier performance ratings for an entire FSC group are equal, all suppliers in that group will be classified Green.

- (4) Delivery: Supplier delivery past performance is classified in PPIRS-SR by the supplier's percentage of on time deliveries. On time deliveries are calculated using the number of line items delivered and a weighting factor which reflects the length of time a delivery was overdue.

(5) PPIRS-SR classifications are established monthly for each supplier and can be reviewed at <http://www.ppirs.gov/>. Suppliers are granted access to PPIRS-SR for their own classifications. Offerors are encouraged to review their own classifications as well as the PPIRS-SR reporting procedures and methodology detailed in the PPIRS-SR Procedures Manual and the PPIRS-SR User Guide available at <http://www.ppirs.gov/>. The method to challenge a rating is also found on the identified website.

(6) Suppliers with no history in PPIRS-SR will be considered to have a neutral PPIRS-SR rating.

### **SINGLE AWARD FOR ALL ITEMS**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

### **EVALUATION OF QUOTATIONS/OFFERS**

1) Award under this procurement will be made to the technically acceptable quote/offer which is most advantageous to the Government, price and past performance considered.

2) Technically Acceptable - In order to be determined technically acceptable, offers must meet or exceed the specifications, delivery requirements, and other terms and conditions in the solicitation and any subsequent amendments. If applicable, offers must also meet the requirements of FAR 52.211-6 Brand Name or Equal. **The offer must be determined to be technically acceptable before further consideration.**

3) Price - Evaluation of price will include the following:

(XX) Single Award evaluation per the paragraph entitled "Single Award for All Items".

4) Past Performance - Evaluation of past performance will be based on information obtained from PPIRS-SR as well as any other sources which may have relevant information. A quote/offer with a low PPIRS-SR rating (red or yellow for quality and/or less than a 70 weighted delivery score) may not represent the most advantageous quote/offer to the Government.